

WIRELESS INTERCONNECTION AGREEMENT
TDS TELECOM - WISCONSIN

This Wireless Interconnection Agreement ("Agreement") is made effective on the 1st day of January, 2003 between UTELCO, Inc. ("TDS TELECOM"), and U.S. Cellular Corporation, a Delaware corporation with its principal place of business located at 8410 W. Bryn Mawr Avenue, Suite 700, Chicago, Illinois 60631-3486 ("USCC").

TDS TELECOM is a local exchange carrier in Wisconsin. USCC is a commercial mobile radio service carrier operating in Wisconsin. TDS TELECOM and USCC desire to interconnect on a direct basis for the purpose of exchanging traffic between the parties' customers.

In consideration of the mutual covenants contained in this Agreement, the parties agree as follows.

SECTION I
SCOPE OF AGREEMENT

This Agreement shall cover local interconnection arrangements between USCC's network in Wisconsin and TDS TELECOM's network in Wisconsin. The exchange of non-local traffic between other portions of TDS TELECOM's network and USCC's network shall be accomplished using the existing toll telephone network. For intercarrier compensation purposes, the designations "Local" and "Non-local" shall be as defined by federal law for the purpose of the exchange of wireless traffic. Intermediary traffic is defined as either Local or Non-Local traffic that is delivered to or from a third-party local exchange carrier, CLEC, or other telecommunications carrier such as a CMRS provider, through the network of TDS TELECOM from or to an end-user of USCC.

SECTION II
TRAFFIC EXCHANGE

A. Direct Interconnection

USCC shall provide its own facilities and transport for the delivery of traffic from its Mobile Switching Center to a mutually acceptable meet point for interconnection to the TDS TELECOM network. Alternatively, USCC may lease required facilities from a third party or from TDS TELECOM for the delivery of such traffic. Rates for facilities and transport or other services leased from TDS TELECOM are specified in TDS TELECOM's applicable Local or Access Tariff.

2. The meet point(s) between TDS TELECOM and USCC are defined in Appendix B, which is incorporated by reference. This Agreement shall not

preclude TDS TELECOM and USCC from entering into additional direct interconnection arrangements in the future if such arrangements are technically feasible and economically beneficial.

B Billing.

Each Party shall bill the other for Local traffic which the billing Party terminates to its own customers and which were originated by the billed Party. Applicable Reciprocal Compensation rates and billing procedures are set forth on the attached Appendix A, which is incorporated by reference. For originating and terminating Non-Local traffic, each Party shall pay the other TDS TELECOM's intrastate or interstate, as appropriate, switched network access service rate elements on a per minute of use basis, which are set out in TDS TELECOM's applicable Access Services Tariff, as those tariffs may be amended from time to time during the term of this Agreement. Actual traffic measurements in each of the appropriate categories is the preferred method of classifying and billing traffic. If, however, either Party cannot measure traffic in each category, then the Parties shall agree on a surrogate method of classifying and billing traffic, taking into consideration territory served (e.g. MTA boundaries, LATA boundaries and State boundaries) and traffic routing of the Parties.

2. If Intermediary traffic originated by USCC is delivered by TDS TLECOM for termination to the network of a non-party telecommunications carrier ("Non-party Carrier"), then TDS TELECOM shall bill USCC and USCC shall pay an Intermediary Transit charge at the rate set forth in Appendix A, plus any additional charges or costs the terminating Non-Party Carrier imposes on TDS TELECOM for the delivery or termination of such traffic, including any Switched Access Service charges.
3. The billed Party shall pay the billing Party for all charges properly listed on the bill. Such payments are to be received within thirty (30) days from the effective date of the statement. The billed Party shall pay a late charge on the unpaid undisputed amounts that have been billed that are greater than thirty (30) days old. The rate of the late charge shall be the lesser of 1.5% per month or the maximum amount allowed by law. The billed Party shall pay the billing Party the reasonable amount of the billing Party's expenses related to collection of overdue bills, such amounts to include reasonable attorney's fees. Neither Party shall bill the other for traffic that is more than one (1) year old.

SECTION III OFFICE CODE TRANSLATIONS

It shall be the responsibility of each Party to program and update its own switches and network systems in accordance with the Local Exchange Routing Guide ("LERG") in order to recognize and route traffic to the other Party's assigned NXX codes at all times. Neither Party shall impose any fees or charges whatsoever on the other Party for such activities, except as expressly set forth in this Agreement.

The Parties shall only assign NPA-NXX codes to Rate Center(s) in which they are authorized to provide service and either own or lease facilities for the provision of such service. If USCC obtains an NPA-NXX associated with a TDS TELECOM Rate Center, USCC shall establish either a) a 2A direct connection to the TDS TELECOM tandem or host serving that Rate Center, b) a 2B direct connection to the TDS TELECOM end office in that Rate Center, or c) negotiate an alternative interconnection arrangement to address such traffic.

SECTION IV INDEPENDENT CONTRACTORS

The parties to this Agreement are independent contractors. Neither party is an agent, representative, or partner of the other party. Neither party shall have the right, power or authority to enter into any agreement for or on behalf of, or incur any obligation or liability of, or to otherwise bind the other party. This Agreement shall not be interpreted or construed to create an association, joint venture, or partnership between the parties or to impose any partnership obligation or liability upon either party.

SECTION V LIABILITY

A.

Neither party nor any of their affiliates shall be liable for any incidental, consequential or special damages arising from the other party's use of service provided under this Agreement. Each party shall indemnify and defend the other party against any claims or actions arising from the indemnifying party's use of the service provided under this Agreement, except for damages caused by the sole recklessness of the indemnified party.

B.

Neither party makes any warranties, express or implied, for any hardware, software, goods, or services provided under this Agreement. All warranties, including those of merchantability and fitness for a particular purpose, are expressly disclaimed and waived.

C.

The liability of either Party to the other Party for damages arising out of failures, mistakes, omissions, interruptions, delays, errors, or defects occurring in the course of

be required or permitted as a result of such legislative, regulatory, judicial or other legal action.

SECTION X ENTIRE AGREEMENT

This Agreement incorporates all terms of the agreement between the parties. This Agreement may not be modified except in writing signed by both parties. This Agreement is a result of a negotiation between the parties, and it was jointly drafted by both parties.

SECTION XI NOTICE

Notices, bills and payments shall be effective when received or within three (3) business days of being sent via first class mail, whichever is sooner, in the case of USCC to:

Business Name: U.S. Cellular Corporation
Mailing Address: 8410 W. Bryn Mawr Ave., Suite 700
Shipping Address:
City/State/Zip Code: Chicago, IL 60631-3486
Attention: Lisa Parfusser
Contact Phone Number: (773)399-8900

Notices shall be effective when received or within three (3) business days of being sent via first class mail, whichever is sooner, in the case of TDS TELECOM to:

Business Name: TDS Telecommunications Corporation
Mailing Address: P.O. Box 22995
Shipping Address: 9737 Cogdill Road, Suite 230
City/State/Zip Code: Knoxville, TN 37933 (37932 for shipping)
Attention: Carrier Relations
Contact Phone Number: (865) 966-4700

Bills shall be effective when received or within three (3) business days of being sent via first class mail, whichever is sooner, in the case of TDS TELECOM to:

furnishing any services, arrangements, or facilities hereunder shall be determined in accordance with the terms of applicable tariff(s) of the Party. In the event no tariff(s) apply, the providing Party's liability shall not exceed an amount equal to the pro rata monthly charge for the period on which such failures mistakes, omissions, interruption, delays errors or defects occur. Recovery of said amount shall be the injured Party's sole and exclusive remedy against the providing Party of said amount shall be the injured Party's sole and exclusive remedy against the providing Party for such failures mistakes, omissions, interruptions, delays, errors, or defects.

SECTION VI ATTORNEY'S FEES AND COURT COSTS

If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which it may be entitled.

SECTION VII TERM OF AGREEMENT

This Agreement shall commence on the effective date stated on the first page, and shall have an initial term of one (1) year provided that either Party shall have the right to terminate this Agreement with or without cause on sixty (60) days notice. This Agreement shall renew automatically for successive one (1) year periods, unless terminated as provided above.

SECTION VIII THIRD PARTY BENEFICIARIES

This Agreement is not intended to benefit any person or entity not a party to it and no third party beneficiaries are created by this Agreement.

SECTION IX GOVERNING LAW, FORUM, AND VENUE

To the extent not governed by the laws and regulations of the United States, this Agreement shall be governed by the laws and regulations of the State of Wisconsin. Disputes arising under this Agreement, or under the use of service provided under this Agreement, shall be resolved before the Wisconsin Public Service Commission or in state or federal court in Wisconsin.

In the event of a change in applicable law (including, without limitation, any legislative, regulatory, judicial or other legal action) that materially affects any material term of this Agreement, the rights or obligations of either Party hereunder, or the ability of either Party to perform any material provision hereof, the Parties shall renegotiate in good faith such affected provisions with a view toward agreeing to acceptable new terms as may

Business Name: TDS Telecommunications Corporation
Mailing Address: P.O. Box 5158
City/State/Zip Code: Madison, WI 53705-0158
Attention: Kris Groth, Local Interconnection

or to such other location as the receiving party may direct in writing. Payments are to be made to the address indicated on the invoice.

USCC shall ensure bills and payments reference the specific TDS TELECOM company name(s) for which traffic is being billed or paid (see Appendix A for company list).

SECTION XII ASSIGNMENT

Either Party may assign this Agreement upon the written consent of the other party, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, either Party may assign this Agreement or any right or obligations hereunder to an affiliate of such Party without the consent of the other Party.

**SECTION XIII
MISCELLANEOUS**

This Agreement is not an interconnection agreement under 47 USC 251(c). The parties acknowledge that TDS TELECOM is entitled to a rural exemption as provided by 47 USC 251(f) and TDS TELECOM does not waive such exemption.

UTELCO, Inc.

by TDS Telecommunications Corporation, agent

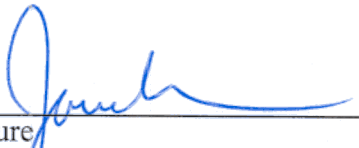
 2/21/03
Signature (Date)

Printed name and title:

Louis D. Reilly, III

Director - Carrier Relations

U.S. Cellular Corporation

 2-21-03
Signature (Date)

Printed name

James Naumann

Director- Network Engineering

Signature Page to Wireless Interconnection Agreement between UTELCO, Inc. and U.S. Cellular Corporation dated the 1st day of January, 2003, relating to the exchange of Local Traffic.

APPENDIX A
Reciprocal Compensation Rates and Billing Procedures

The Parties shall reciprocally and symmetrically compensate one another for Local Traffic based on actual recorded usage terminated to their respective customers at the rate(s) set forth below:

Direct Interconnection:

Type 2A

<u>USCC and TDS TELECOM:</u>	<u>\$/MOU</u>
UTELCO, Inc.	0.0103
<u>Intermediary Transit Service</u>	<u>\$/MOU</u>
Intermediary Transit Charge	0.0042

Either party may bill on a monthly, quarterly, semi-annual or annual basis.

Either party may perform an audit of the other party's billing information related to terminating minutes of use of the billed party. The parties agree that such audits shall be performed no more than one time per calendar year. Each party shall bear its own expenses associated with such audit. The audits shall be conducted on the premises of the audited party during normal business hours.

Transport and termination of Non-Local Traffic shall be billed per applicable access tariff or comparable rates where a tariff does not exist.

Appendix B

Direct Interconnection Points

Type 2A Interconnection Service:

Type 2A Interconnection Service provides a trunk-side connection between a TDS TELECOM host or tandem office and a wireless service provider's point of termination. It is used for the exchange of Local Traffic. Type 2A Interconnection Service provides access to all TDS TELECOM customers served via the host or tandem office or any remote end offices.

- 1 The meet point for traffic to and/or from the Albany, Blanchardville, Browntown, Juda, Monroe, Monticello, South Wayne and Woodford exchanges of TDS TELECOM shall be at the Monroe central office (MONRWIXADSA).